



***Big Flats Community Center
476 Maple Street
Big Flats, NY 14814
(607) 562-8443 ext. 303
f. (607) 562-2283***

To whom it may concern:

This packet contains the Community Center Use Policy, Facilities Request, Community Center Use Agreement Form and a Room Set-Up Form.

Please read all of the information and return the following in order to assure room rental:

- **Facilities Request Form**
- **Use Agreement Form**
- **Room Set-Up Form**
- **Certificate of Insurance naming the Town of Big Flats as an additional insured for the day and time of your event in the amount of \$1,000,000**
- **Proof of 501 c 3 for a Non-Profit Organization**
- **Security deposit**
- **Room and miscellaneous rental fees**

The above requirements may be dropped off at the Community Center office or mailed to the address above.

Office hours are Monday through Friday, 8:00 AM to 4:00 PM.

A custodian will be on duty after 4:00 pm when the building is open on weekdays.

If you have any questions, please call 562-8443 ext. 303 or e-mail

communitycenter@bigflatsny.gov

**Thank you,
Patricia Hartigan-Huten
Director of Recreation
Town of Big Flats Community Center**



**Big Flats Community Center
Facilities Request/Room Reservation Form**

Today's Date: _____
M/D/Y

Event Date: _____ **Day of Week** _____

Time: _____ AM / PM to _____ AM / PM (Include time for Set-Up and Clean Up)

Recurring Event: Y N

Frequency of Recurring Event: _____ (i.e. first Monday/month)

Room Requested: 1st choice: _____

2nd choice: _____

Kitchen Use: Y N

Contact Information:

Name of Organization/Group: _____

Tax ID (if applicable): _____

501 C-3 # (if applicable): _____

Name of Contact Person _____

(Person Responsible for Reservation/Must be present during entire event(s))

**Applicant must be at least 21 years of age.*

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Address: _____

E-mail Address: _____

Event Details:

Type and/or Name of Event: _____

_____ Meeting: (Check one) Social Group _____ Business: _____

_____ Party: (Check One) Personal _____ Business/Corporate: _____

_____ Other (please describe) _____

Number of Attendees: Adults _____ Children _____

Will fees be charged/collected? Y N

Purpose of fee: _____

Will this event be catered? Y N If Yes, Insurance of Caterer: _____

Catering Company Name: _____

Caterer Contact Person _____ Phone: _____

**TOWN OF BIG FLATS
COMMUNITY CENTER USE AGREEMENT**

The undersigned is over 21 years of age and has read the Community Center Use Policy and attached regulations and local law and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the Community Center.

He/she, on behalf of _____
(name of individual or organization)

Does hereby covenant and agree to defend, indemnify and hold harmless the Town of Big Flats from and against any and all liability, loss, damages, claims, or action (including costs and attorneys fees) for bodily injury and/or property damage arising out of or in connection with the actual or proposed use of Town of Big Flats' property, Community Center and/or services by above named.

In addition to the policies listed in the packet:

I _____ understand and agree that the custodian on duty is in charge of the
(initial)
building for any events taking place after 4:00 PM on weekdays or on Saturdays.

I _____ understand and agree that no food is to be eaten in the lobby.
(initial)

I _____ understand and agree that I am only to use the room(s) that I have reserved
(initial)
and/or paid for. This is the room indicated on the Facilities Request form and/or the weekly schedule. I am only to use the designated room(s) and the restrooms. Other Community Center rooms are not meant for gathering in or use.

I _____ understand and agree that the contact person(s) listed will
(initial)
be present and responsible during the entire event.

I _____ understand and agree that the kitchen is available for use as a classroom or
(initial)
Catering kitchen, complete meals cannot be prepared, cooked and served.

I _____ understand and agree that the Community Center is a temperature and
(initial)
Humidity controlled environment, therefore the doors and windows must remain closed.

Signature of Individual or Organization's Representative

Address: _____

Phone Number: _____

PLEASE RETURN THIS AGREEMENT

**WITH THE FACILITIES REQUEST FORM, PAYMENT AND
CERTIFICATE OF INSURANCE TO:**

**Town of Big Flats
Attention: Community Center
476 Maple St
Big Flats, NY 14814**

Town of Big Flats
COMMUNITY CENTER USE POLICY
(Adopted per Town Board Resolution No.148-04 on June 9, 2004)
Updated December 30, 2013

Section 1: Limitation on Use and General Rules

The use of the Big Flats Community Center shall be primarily by civic-oriented, non-profit groups, persons, governmental agencies and businesses operating within the Town upon receipt and approval of the necessary application as set forth herein. Said use shall be upon approval of the Big Flats Community Center Director. Once approved, the applicant shall be issued a permit to use the Big Flats Community Center. A copy shall be retained by the Town.

Groups or organizations using the Big Flats Community Center shall comply with all laws of the United States, the State of New York and the Town of Big Flats. The Big Flats Community Center is available for use as set forth herein, regardless of race, color, national origin, religion, marital status, gender, age, disability or veteran status. The Big Flats Community Center Director, Town Supervisor or Town Board of the Town of Big Flats may revoke any permit previously granted if it is determined that the application for permit contained any misrepresentation or false statement, or that any terms or conditions set forth in the applicable Town policies governing the permit requested are not being complied with, or that the safety of the patrons or visitors to the Big Flats Community Center is endangered by the continuation of such activity.

The Town requires a member of its staff or other designated party to be on the premises whenever the Big Flats Community Center is in use pursuant to a permit issued hereunder.

Each group, organization, agency or person using the Big Flats Community Center must designate one person by name, address, and phone number who will serve as the contact person for communication from and to the Town. Each group, organization, agency or person using the Big Flats Community Center shall leave all Town property in the condition in which it was found. Misuse of the Big Flats Community Center, misconduct of using groups, organizations, agencies or persons, or other abuse of privileges extended shall be reported to the Big Flats Community Center Director, Town Supervisor or Town Board. The Big Flats Community Center Director, Town Supervisor or Town Board may take such action as it considers appropriate, including but not limited to, suspension of privileges of using the Big Flats Community Center, refusing continued recognition of the individual designated as responsible person by such user as required above, and/or requiring the group, organization, agency or person to reimburse the Town for damages suffered and extra expenses incurred.

Meeting groups may be moved to another room location at the discretion of the Community Center director if the need arises. Recurring event applications need to be renewed annually one month prior to the anniversary date. A reminder will be sent from the Community Center office. Renewals of Town recurring events will have preference over new applications.

Section 2: Application

- A. Applications shall be submitted in writing to the Big Flats Community Center Director at least 30 days prior to the date the use of the facility is requested. All application approvals are based on availability of the facility and personnel and at the discretion of the Town.**
- B. The names and addresses of those officers or persons in charge of said group, organization, agency or persons using such facility who shall be individually responsible for the care, use and possible damage to said facilities, buildings, equipment and/or furniture shall be submitted with said application. Applicant will be a minimum age of 21 years.**
- C. Applications from groups, organizations, agencies, or persons consisting of children or youth groups must be filed by a responsible adult. Children under the age of 18 need adult supervision equal to one adult for every 10 minors or a fraction thereof. For example, if there are 11 minors present, two adults are needed.**
- D. A permit application shall be granted only if the holding of such use shall not interfere with functions relating to the Big Flats Community Center's governmental use. Example: The Big Flats Community Center is an official evacuation site. All activities would be canceled in a declared emergency. In such circumstances the security deposit and prepaid fees would be returned pursuant to the normal abstract procedure of the Town of Big Flats.**

Section 3: Security Deposit, Fees and Cancellations

Security Deposit:

- A. Security Deposits will be assessed per the available fee schedule as approved by resolution of the Town Board. All security deposits will be due within 3 working days of the application approval.**
- B. Such security deposit shall be used in the event of any damage to the Big Flats Community Center or towards the restoration of the property to its proper condition as a result of the use of the Big Flats Community Center by the applicant. The security deposit shall be returned, pursuant to the normal abstract procedures of the Town of Big Flats, at the end of the scheduled use if no damage or restoration payments have been assessed as determined by the Big Flats Community Center Director. In the event the Big Flats Community Center Director is unavailable, such action may be taken by the Big Flats Town Supervisor.**
- C. Examples of misuse include but are not limited to:**
- Failure to disclose the true nature of the activity or sponsor.**
 - Failure to disclose level of kitchen usage.**
 - Exceeding the reported number of guests of capacity of the facility room.**
 - Failure to adhere to the Community Center rules relating to use of tobacco and drugs.**
 - Selling merchandise, services and/or charging admission fees on the premises.**

Fees:

- A. Fees for the use of the Big Flats Community Center shall be determined by Big Flats Town Board Resolution. Any extraordinary or unusual costs incurred by the Town as a result of the use of the Big Flats Community Center shall be charged to the user.**
- B. Applications that will require the Town to pay an employee for services that would not otherwise be performed may only be approved by the Town upon the agreement of the applicant that it will pay a fee equal to the employee's hourly rate of compensation, plus the hourly cost of fringe benefits paid for the benefit of the employee times the number of hours the employee works as a result of the applicants use of the facility. (i.e: Use of Patio, Tent, Round Tables, use of facilities after hours, etc.)**
- C. Rental fees for all applications are due at the time the application is submitted.**

Cancellations:

- A. Users who need to cancel their activity must call the Big Flats Community Center Director 48 hours in advance for weekday activities and by 5:00 pm the Wednesday prior for weekend activities.**
- B. Late cancellations may result in forfeiture of the security deposit and the applicant may be charged 50% of the rental fees.**

Section 4: Insurance

All groups or organizations planning events for the Big Flats Community Center shall agree to assume liability for any damage caused by the use of or done to any Town of Big Flats property. A certificate of insurance must be provided prior to the date of the event in the minimum amount of \$1,000,000 liability, naming the Town of Big Flats as an additional insured. The Big Flats Community Center Director may accept an application for a waiver for good cause shown and submit to the Town Supervisor and Town Board. Such action may be taken and approved by the Big Flats Town Supervisor and Town Board. The Town of Big Flats shall not be liable for any claims for injury or damages resulting from or arising out of the use of the Big Flats Community Center or any other Town property, real or personal, as approved under the applicant's permit. Further, the permit holder shall agree to indemnify and defend the Town and hold it harmless against any and all such claims, damages, losses and expenses.

Section 5: Special Conditions for Building Use

Use of the Community Center for official Town business takes precedence over any contractual or otherwise scheduled activity or event.

In addition, room assignments may be changed at the discretion of the Big Flats Community Center Director.

Section 6: Rules Governing Use

The Big Flats Town Board may, by resolution, make additional rules and regulations governing the use of said Big Flats Community Center and all other Town facilities; including prescribing insurance coverage, security deposits and commitments of responsibility of cleaning said facilities after use. Further, the following rules apply to the Big Flats Community Center building and adjoining Big Flats property:

- 1. Consumption of tobacco products are prohibited on the premises.**
- 2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is absolutely prohibited. Violation of this use policy will result in appropriate disciplinary and/or legal action.**
- 3. The possession or use of a dangerous weapon is prohibited. Violation of this use policy will result in appropriate disciplinary and/or legal action.**
- 4. No pets are allowed in the Big Flats Community Center building. All pets on Big Flats Community Center grounds must be leashed and all animal waste must be scooped by the owner and removed from the grounds.**
- 5. No alcoholic beverages are allowed.**
- 6. Unlicensed gambling is not permitted on premises.**
- 7. For-profit businesses shall not use the Big Flats Community Center to conduct business unless under contract with the Town of Big Flats.**
- 8. No open flames are allowed except for caterers' warming dishes.**
- 9. With regard to decorations, no wall, ceiling, floor or seat covering decorations shall be utilized. The use of adhesive tapes, tacks, glues, etc. is strictly banned. In addition, any and all decorations must be non-combustible and shall not have a pyroxylin or nitrocellulose base. Questionable decorations must be pre-approved by the Big Flats Community Center Director or the Director's designee.**
- 10. Town organizations using the Big Flats Community Center for a fundraising event must supply a 501c(3). Fee Schedule charges will apply. The funds must stay within the Town.**
- 11. All Big Flats Community Center property shall be restored to the same condition as such property existed at the time such property was utilized hereunder.**
- 12. If any damage occurs to Big Flats Community Center property utilized hereunder, the applicant shall be fully responsible for any such damage and shall reimburse the Town accordingly, beginning with forfeiture of the security deposit.**
- 13. The Kitchen is a 'catering kitchen'. Complete meals cannot be prepared, cooked and served.**
- 14. Collection of fees or dues is not to be collected or exchanged while meeting at the Big Flats Community Center, unless contracted to do so with the Town of Big Flats.**